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District Counsel for Tulare Local Healthcare District

IN THE UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF CALIFORNIA  
FRESNO DIVISION

In re

TULARE LOCAL HEALTHCARE  
DISTRICT, dba TULARE REGIONAL  
MEDICAL CENTER,

Debtor.

Tax ID #: 94-6002897  
Address: 869 N. Cherry St.  
Tulare, CA 93274

CASE NO. 17-13797

Chapter 9

DC No.: WW-46

Date: N/A  
Time: N/A  
Place: 2500 Tulare Street  
Fresno, CA 93721  
Courtroom 13  
Judge: Honorable René Lastreto II

STIPULATION FOR ASSUMPTION OF UNEXPIRED NONRESIDENTIAL REAL  
PROPERTY LEASES (HEISKELL RANCHES, LP)

Tulare Local Healthcare District, dba Tulare Regional Medical Center ("Debtor"  
or "District"), the debtor in the above-captioned case, and Heiskell Ranches, LP

1 ("Heiskell"), with reference to the stipulated facts set forth herein, hereby stipulate and  
2 agree as set forth below.

3 **STIPULATED FACTS**

4 1. On September 30, 2017 ("Petition Date"), TRMC commenced its  
5 Chapter 9 case.

6 2. The Court has jurisdiction over this matter pursuant to 28 U.S.C. § 157  
7 and 1334. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This is a core  
8 proceeding under 28 U.S.C. § 157(b)(2).

9 3. This stipulation is entered into pursuant to 11 U.S.C. §§ 365 and 901 and  
10 LBR 9019.

11 4. The District is a California healthcare district formed in 1945 under the  
12 State of California Local Healthcare District Law (formerly the Local Hospital District  
13 Law) as set forth in the California Health and Safety Code.

14 5. The District is a party to the following unexpired nonresidential real property  
15 leases with Heiskell:

16 (a) Lease for 880 E. Merritt, Suites 105-106, Tulare, California ("Family  
17 X-Ray Center Lease"), a true and correct copy of which is attached as Exhibit "A" and  
18 incorporated herein by reference; and

19 (b) Lease for 880 E. Merritt, Suites 107-109, Tulare, California ("Mineral  
20 Kings Toxicology Lease"), a true and correct copy of which is attached as Exhibit "B" and  
21 incorporated herein by reference.

22 **Family X-Ray Center Lease**

23 6. The Family X-Ray Center Lease is a commercial lease whereby the District  
24 leases from Heiskell the premises located at 880 E. Merritt, Suites 105-106, Tulare,  
25 California. This lease calls for monthly payments of \$3,084.93 and expires on February  
26 28, 2019. The District is current on its obligations under the Family X-Ray Center Lease.

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## **Mineral Kings Toxicology Lease**

7. The Mineral Kings Toxicology Lease is a commercial lease whereby the District leases from Heiskell the premises located at 880 E. Merritt, Suites 107-109, Tulare, California. This lease calls for monthly payments of \$4,924.03 and expires on February 28, 2019. The District is current on its obligations under the Mineral Kings Toxicology Lease.

8. The District has evaluated and considered its financial position using its best business judgment and has determined that the Family X-Ray Lease and Mineral Kings Toxicology Lease (collectively, the "Leases") are essential to the District's operations and intended plan of adjustment and that the terms of the Leases are acceptable as fair and reasonable under the circumstances. Accordingly, subject to the terms of this Stipulation, the District hereby seeks to assume the Leases pursuant to 11 U.S.C. §§ 365(a) and 901.

9. No default exists with respect to the District's obligations under the Leases. Accordingly, no cure, compensation, or adequate assurance is required for assumption under 11 U.S.C. §365(b)(1)(A).

## **STIPULATION AND AGREEMENT**

Subject to Court approval, the District and Heiskell (collectively "the Parties") hereby stipulate and agree as follows:

10. The foregoing Stipulated Facts are incorporated herein by reference.

11. The District agrees to assume the Family X-Ray Center Lease and Mineral Kings Toxicology Lease pursuant to 11 U.S.C. §§ 365 and 901.

12. Heiskell consents to the District's assumption of the Family X-Ray Center Lease and Mineral Kings Toxicology Lease on the terms of this Stipulation.

13. No cure, compensation, or adequate assurance is required for assumption under 11 U.S.C. § 365(b)(1)(A).

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1       14. The Parties agree that the District shall forthwith seek approval of this  
2 Stipulation and Heiskell consents to having the motion approved on shortened time.  
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4       IT IS SO STIPULATED.  
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6       Dated: August 28 2018  
7

TULARE LOCAL HEALTHCARE DISTRICT, dba  
TULARE REGIONAL MEDICAL CENTER

8       By:   
9

Sanford Haskins  
Chief Administrative Officer of Tulare Local  
Healthcare District, dba Tulare Regional Medical  
Center

10      Dated: August 28, 2018  
11

HEISKELL RANCHES, LP

12      By:   
13

Scot Hillman, General Partner  
Heiskell Ranches, LP